

6.8% oil \$.14 per bu. 7.8% oil \$.24 per bu.

8.0% oil or greater \$.25 per bu.

\*All oil contents are expressed on a zero moisture basis

b. In addition, DUPONT is offering a GROWER profit incentive of \$16 per bag on each bag of TC BLEND® seed you buy from participating Optimum seed companies. To qualify for the 2000 DuPont Bonus Program, grower must utilize qualifying DuPont Crop Protection Products on 50% or more of their total corn acres. For additional information on this incentive, call 1-888-8-DUPONT.

c. In addition to the oil premium noted above and provided that the oleic content is 50% or greater, GROWER shall receive a High Oleic pilot production premium of \$0.05 per bushel of OPTIMUM Grain times the total number of bushels of OPTIMUM Grain delivered.

d. Oil content and oleic content of OPTIMUM Grain shall be determined by the ELEVATOR, utilizing a grain analyzer with an Optimum approved calibration for OPTIMUM Grain, on a representative sample drawn from each load. Details of the sampling and measurement procedure may be obtained from the ELEVATOR.

e. In the event of a disagreement or dispute related to oil content or oleic content, the GROWER may request that such sample be re-analyzed. The oil content for determining the premium due shall be the average value of the two sample measurements. If the GROWER requests a third party analysis, then GROWER has the right, at GROWER'S expense, to have ELEVATOR submit the same sample to the Federal Grain Inspection Service (FGIS). The parties agree that the oil content as determined by FGIS shall be used to determine the premium for the OPTIMUM Grain.

f. If a grain analyzer with an Optimum approved calibration for OPTIMUM Grain is not available at the ELEVATOR when the GROWER delivers the OPTIMUM Grain, then GROWER shall allow ELEVATOR reasonable time to obtain oil analysis.

## 5. INDEPENDENT CONTRACTOR

GROWER is, for purposes of this Agreement, an independent contractor and nothing contained in this Agreement shall make GROWER an employee or agent of Optimum or ELEVATOR or authorize him/her to act on behalf of Optimum or ELEVATOR. GROWER shall indemnify, defend and hold Optimum or ELEVATOR harmless from all claims in any way connected directly or indirectly with GROWER'S operations pursuant to this Agreement.

## 6. DISCLAIMER OF WARRANTY AND LIMITATION OF DAMAGES

Actual total oil content of the OPTIMUM Grain produced by the GROWER will vary and is influenced by factors such as variety selected, date of planting, occurrence of disease, insects including corn rootworm beetle, accumulated growing degree days during the growing season, contaminating pollination by non-high oleic high oil corn varieties, failure to follow the recommended method of use, and the breakdown of male sterility of the hybrid seed corn incorporated in the TC BLEND® seed under adverse weather conditions, all of which are beyond the control of Optimum. OPTIMUM MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

NO CLAIM OF ANY KIND, WHETHER OR NOT BASED ON NEGLIGENCE, SHALL BE GREATER IN AMOUNT THAN THE VALUE OF COMMERCIAL SEED IN A QUANTITY COMPARABLE TO THAT QUANTITY OF SEED SUBJECT TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES AND THE MEASURE OF DAMAGES SHALL BE WITHOUT REGARD TO THE CAUSE RELATIVE THERETO AND WHETHER